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INTERSTATE COMMERCE COMMISSION

April 2, 1986

6-098A120

No.

Date

Fee \$

ICC Washington, D.C.

APR 8 1986

10.00

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

Enclosed are two originals and one photocopy of an Instrument of Resignation, Appointment and Acceptance, dated May 1, 1985 by and between Bankers Life Company, Pilot Life Insurance, Wells Fargo Bank, N.A. and Manufacturers Hanover Trust Company (the "Instrument"), to be recorded pursuant to Section 11303 of Title 49 of the United State Code.

The Instrument is a secondary document evidencing the resignation of Wells Fargo Bank as trustee under the Trust Agreement, dated as of November 1, 1972 between National Bank of Tulsa and Wells Fargo (the "Trust Agreement"), the appointment of Manufacturers Hanover by Bankers Life Company and Pilot Life Insurance Company (the "Holders") as successor trustee under the Trust Agreement and the acceptance of such appointment by Manufacturers Hanover. The Trust Agreement,

TAGGART D. ADAMS  
TRACY B. AMBLER  
DAVID E. BARRY  
NED H. BASSEN  
ROBERT D. BICKFORD, JR.  
WILLIAM C. BLIND  
LEONARD A. BLUE  
RICHARD W. BRADY  
PAUL R. BRENNER  
PAUL L. BRESSAN  
RICHARD G. BRODRICK  
JOHN M. CALLAGY  
SCOTT G. CAMPBELL  
MICHAEL J. CANNING  
RICHARD S. CHARGAR  
BRIAN CHRISTALDI  
RICHARD J. CONCANNON  
JEFFREY S. COOK  
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SAMUEL S. CROSS  
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PAUL F. DOYLE  
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ALAN M. EPSTEIN  
LAWRENCE B. FISHER  
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JOHN A. GARRATY, JR.  
JOHN F. GIBBONS  
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GEORGE J. MARCHESE  
CHARLES L. MARINACCIO \*  
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JOHN PATRICK MARSHALL  
JUN MORI \*  
JOSEPH S. MUTO \*  
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MYRON H. NORDQUIST \*  
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HENRY Y. OTA \*  
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TERRANCE W. SCHWAB  
FREDERICK T. SHEA  
JOHN W. SIMPSON \*  
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HOWARD S. TUTHILL III  
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ALBERT J. WALKER  
CHAUNCEY L. WALKER  
KEVIN J. WALSH  
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SHIGERU WATANABE \*  
E. LISK WYCKOFF, JR.  
HARVEY FOLKS ZIMAND

WALTER E. BEER, JR.  
GEORGE A. BURRELL, P.C.  
WILLIAM C. BURT \*  
JOSEPH W. DRAKE, JR.

THOMAS B. GILCHRIST, JR.  
NEIL T. PROTO \*  
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COUNSEL

\*NOT ADMITTED IN NEW YORK

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INTERSTATE COMMERCE COMMISSION  
 INSTRUMENT OF  
 RESIGNATION, APPOINTMENT & ACCEPTANCE

RESIGNATION, APPOINTMENT and ACCEPTANCE (the "Instrument"), dated as of MAY 1, 1984<sup>17</sup> by and among BANKERS LIFE COMPANY and PILOT LIFE INSURANCE COMPANY (the "Holders"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having its principal office in San Francisco, California (the "Resigning Trustee"), and MANUFACTURERS HANOVER TRUST COMPANY OF CALIFORNIA, a corporation duly organized and existing under the laws of the State of California, having its principal corporate trust office at 50 California Street, San Francisco, California 94111 (the "Successor Trustee").

WHEREAS, there are currently issued and outstanding 7 7/8% Series B Equipment Trust Certificates (the "Securities") under a Trust Agreement dated as of November 1, 1972, between the National Bank of Tulsa and the Resigning Trustee (the "Indenture"); and

WHEREAS, the Resigning Trustee wishes to resign as trustee under the Indenture; and

WHEREAS, the Holders wish to appoint the Successor Trustee to succeed the Resigning Trustee as trustee under the Indenture; and

WHEREAS, the Successor Trustee wishes to accept appointment as successor trustee under the Indenture.

NOW, THEREFORE, the Holders, the Resigning Trustee and the Successor Trustee agree as follows:

ARTICLE I

THE RESIGNING TRUSTEE

1.1 Pursuant to the terms of the Indenture, the Resigning Trustee hereby notifies the Holders that the Resigning Trustee is resigning as trustee under the Indenture, effective as of MAY 1, 1984<sup>17</sup> (the "Effective Date").

1.2 The Resigning Trustee hereby represents and warrants to the Successor Trustee that:

Except as provided in Section 2.1 hereof, to the best knowledge of the Resigning Trustee, no covenant or condition contained in the Indenture has been waived by the holders of the percentage in aggregate principal amount of the Securities required by the Indenture to effect any such waiver.

1.3 Effective as of the Effective Date, the Resigning Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all of its right, title, and interest in and to the trusts under the Indenture and all of its rights, titles, interests, capacities, privileges, duties and obligations as trustee under the Indenture, including without limitation, the property listed in Schedule A hereto. The Resigning Trustee, effective as of the Effective Date, hereby assigns, transfers, delivers and confirms to the Successor Trustee all of its rights, titles and interests under the Finance Agreement dated as of November 1, 1972 among Pennsylvania Power & Light Company, as Lessee, National Bank of Tulsa, as Owner, certain Loan Participants listed therein and the Resigning Trustee (the "Finance Agreement") and the Lease of Railroad Equipment dated as of November 1, 1972 between the Resigning Trustee and Pennsylvania Power & Light Company, as Lessee (the "Lease").

1.4 The Resigning Trustee agrees to execute and deliver such further instruments and shall take such further action as the Successor Trustee or the Holders may reasonably request so as to more fully and certainly vest and confirm in the Successor Trustee all the rights, titles, interests, capacities, privileges, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Trustee.

1.5 To the extent that the Resigning Trustee is appointed to any other capacity under the Indenture, such as paying agent or registrar of the Securities, the Resigning Trustee resigns from such capacity, effective as of the Effective Date.

## ARTICLE II

### THE HOLDERS

2.1 By its execution hereof and its appointment of the Successor Trustee, each Holder hereby waives the net capital requirement of Section 10.02 of the Indenture.

2.2 The officers of a Holder attesting to the execution of this Instrument by such Holder hereby ~~certify~~ *certifies* that annexed hereto marked Exhibit A is a copy of Board Resolutions duly adopted by the Board of Directors of that Holder, which are in full force and effect on the date hereof, authorizing certain officers of the Holder, including the officers executing this Instrument, to:

KELLEY DRYE & WARREN

Interstate Commission  
Commerce

-2-

April 2, 1986

which was recorded by the Interstate Commerce Commission on November 17, 1972 at 3:30 p.m., Recordation No. 6800, is the primary document to which the Instrument is connected.

The names and addresses of the parties to the documents are as follows:

Bankers Life Company  
711 High Street  
Des Moines, Iowa 50307

Pilot Life Insurance Company  
P.O. Box 20727  
Greenboro, North Carolina 27420

Manufacturers Hanover Trust Company  
of California  
50 California Street  
San Francisco, California 94111

A check for the filing fee of \$10 is enclosed herewith. Please return the original and any extra copies not needed by the Commission for recordation to Hayden S. Wool, Esq., Kelley Drye & Warren, 101 Park Avenue, New York, New York 10178.

Very truly yours,

  
Hayden S. Wool, Esq.

~~(a) accept the Resigning Trustee's resignation as trustee under the Indenture, (b) appoint the Successor Trustee as successor trustee under the Indenture, and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Trustee as successor trustee under the Indenture.~~

*Ran*  
*Phyllis*  
*JPS*

2.3 Effective as of the Effective Date, the Holders hereby accept the resignation of the Resigning Trustee and appoint the Successor Trustee as successor trustee under the Indenture and confirm to the Successor Trustee all the rights, titles, interests, capacities, privileges, duties and obligations of the trustee under the Indenture.

2.4 The Holders agree to execute and deliver such further instruments and to take such further action as the Successor Trustee may reasonably request so as to more fully and certainly vest and confirm in the Successor Trustee all the rights, titles, interests, capacities, privileges, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Trustee.

2.5 To the extent that the Resigning Trustee was appointed to any other capacity under the Indenture, such as paying agent or registrar of the Securities, the Holders hereby appoint the Successor Trustee to each such other capacity, effective as of the Effective Date.

### ARTICLE III

#### THE SUCCESSOR TRUSTEE

3.1 The Successor Trustee hereby represents and warrants to the Resigning Trustee and to the Holders that, pursuant to the waiver executed by the Holders in Section 2.1 hereof, the Successor Trustee is qualified under the provisions of the Indenture to act as trustee under the Indenture, and that, as of the Effective Date, all required consents, approvals, authorizations, orders of and filings with governmental bodies or agencies will have been duly obtained or accomplished.

3.2 Effective as of the Effective Date, the Successor Trustee hereby accepts its appointment as successor trustee under the Indenture and shall be vested with all the rights, titles, interests, capacities, privileges, duties and obligations of the trustee under the Indenture, the Financing Agreement and the Lease. The Successor Trustee hereby acknowledges receipt of the property listed in Schedule A hereto.

3.3 The Successor Trustee shall, until further notice to the Holders, administer the trusts created under the Indenture at the corporate trust office of the Successor Trustee located at 50 California Street, San Francisco, California 94111, and any notices to the Successor Trustee in connection with the Indenture shall be given to the Successor Trustee at such office.

3.4 The Successor Trustee hereby accepts its appointment to each such other capacity, such as paying agent or registrar of the Securities, to which the Resigning Trustee was appointed under the Indenture, effective as of the Effective Date.

3.5 The Successor Trustee hereby agrees that promptly after the Effective Date it will use its best efforts to cause this Instrument to be filed or recorded in each recording office at which the Indenture was originally filed or recorded.

#### ARTICLE IV

##### NOTICES, LEGENDS, ETC.

4.1 The parties hereto agree that as of the Effective Date all references to Wells Fargo Bank, National Association, as Trustee, in each of the Finance Agreement and the Lease (collectively, the "Security Documents") shall be deemed to refer to Manufacturers Hanover Trust Company of California, as succeeding trustee. After the Effective Date, all notices or payments which were required by the terms of the Security Documents to be given or paid to the Trustee shall be given or paid to:

Manufacturers Hanover Trust Company  
of California  
50 California Street  
San Francisco, California 94111  
Attention: Corporate Trust Department

4.2 Effective as of the Effective Date and pursuant to Section 5 of the Lease, the Successor Trustee hereby designates that the legend marked on each unit of equipment covered by the security interest created by the Security Documents be changed to read "Manufacturers Hanover Trust Company of California, as Trustee, Owner, Lessor."

ARTICLE V  
MISCELLANEOUS

5.1 Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings ascribed to them in the Indenture.

5.2 The resignation, appointment and acceptance effected hereby shall become effective as of the opening of business on the Effective Date.

5.3 This Instrument shall be governed by and construed in accordance with the law governing the Indenture.

5.4 This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and their respective seals to be affixed hereunder and duly attested all as of the day and year first above written.

(Corporate Seal)

Attest:

BANKERS LIFE COMPANY

By Richard W. Waugh Richard W. Waugh  
Vice President - Securities Department

By Robert E. Wilkins  
Robert E. Wilkins Vice President - Fixed Income Securities  
PILOT LIFE INSURANCE COMPANY

(Corporate Seal)

Attest:

Glenn J. Williamson  
Second Vice President

By J. P. Hornell  
Vice President

(Corporate Seal)

Attest:

[Signature]  
ASSISTANT SECRETARY

WELLS FARGO BANK,  
National Association

By Jack W. Neft  
VICE PRESIDENT

(Corporate Seal)

Attest:

Sharon Mayda  
ASSISTANT SECRETARY

MANUFACTURERS HANOVER TRUST COMPANY  
OF CALIFORNIA

By Karen Spaul  
VICE PRESIDENT

STATE OF IOWA     )  
                              )  
COUNTY OF POLK    )     ss

On this 19th day of July in the year 1984 before me, Elinor J. Prall, a Notary Public, State of Iowa, duly commissioned and sworn, personally appeared Richard W. Waugh and Robert E. Wilkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be Director - Securities Investment and Vice President - Fixed Income Securities, respectively, of Bankers Life Company, the persons who executed the above instrument on behalf of Bankers Life Company, and acknowledged to me that said corporation executed the same; and being sworn by me, they did depose and state that they know the seal of said corporation, that the seal affixed to the above instrument is such corporate seal, that it was so affixed pursuant to the authority of the Board of Directors of said corporation, and that they signed their names thereto pursuant to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in Polk County, Iowa on the date set forth above in this certificate.

Elinor J. Prall  
Notary Public, State of Iowa



STATE OF NORTH CAROLINA     )  
  ) ss.  
COUNTY OF GUILFORD         )

On this 13th day of August in the year 1984  
before me, Shannon S. Wyrick, a Notary Public, State  
of North Carolina, duly commissioned and sworn, personally  
appeared J. P. Gorrell, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be a  
Vice President of Pilot Life Insurance Company,  
the person who executed the above instrument on behalf of  
Pilot Life Insurance Company, and acknowledged to me that  
said corporation executed the same; and being sworn by me,  
he did depose and say that he knows the seal of said cor-  
poration, that the seal affixed to the above instrument is  
such corporate seal, that it was so affixed pursuant to  
the authority of the Board of Directors of said corpora-  
tion, and that he signed his name thereto pursuant  
to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal in the Guilford County of  
North Carolina on the date set forth above in this certificate.

  
\_\_\_\_\_  
Notary Public, State of

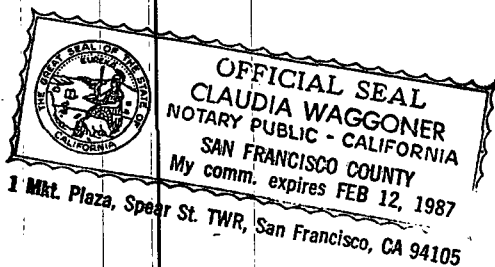
My commission expires

May 24, 1985

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On this 20<sup>th</sup> day of June in the year 1984  
before me, CLAUDIA WAGGONER, a Notary Public, State  
of California, duly commissioned and sworn, personally  
appeared Jack W. Wetzel, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be a Vice  
President of Wells Fargo Bank, N.A., the person who executed  
the above instrument on behalf of Wells Fargo Bank, N.A., and  
acknowledged to me that said corporation executed the  
same; and being sworn by me, he did depose and say that he  
knows the seal of said corporation, that the seal affixed to  
the above instrument is such corporate seal, that it was so  
affixed pursuant to the authority of the Board of Directors  
of said corporation, and that he signed his name thereto  
pursuant to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal in the \_\_\_\_\_ County of  
\_\_\_\_\_ on the date set forth above  
in this certificate.



Claudia Waggoner  
Notary Public, State of California  
My commission expires \_\_\_\_\_

STATE OF CALIFORNIA     ]  
                                  ] ss.  
COUNTY OF SAN FRANCISCO ]

On this 20 day of <sup>May</sup>~~April~~, 1985 in the year before me, Lula Jean Keeton, a Notary Public, State of California, duly commissioned and sworn, personally appeared Karen Spielman, personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of Manufacturers Hanover Trust Company of California, the person who executed the above instrument on behalf of Manufacturers Hanover Trust Company of California, and acknowledged to me that said corporation executed the same; and being sworn by me, she did depose and say that she knows the seal of said corporation, that the seal affixed to the above instrument is such corporate seal, that it was so affixed pursuant to the authority of the board of Directors of said corporation, and that she signed her name thereto pursuant to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the San Francisco County of California on the date set forth above in this certificate.



*Lula Jean Keeton*  
Notary Public, State of California

My commission expires June 10, 1986.

Seal

EXHIBIT A

BOARD RESOLUTIONS

The following is a true copy of Board Resolution No. 11880 duly adopted on October 27, 1980, by the Board of Directors of Bankers Life Company:

"On motion duly made and seconded, the following resolution was adopted: RESOLVED, that any two of the following officers: the Chairman of the Board, the President, any Executive Vice-President, any Senior Vice-President, any Vice-President, any Second Vice-President, any Associate Counsel, the Treasurer, any Director - Securities Investment, or one officer with the foregoing title, together with any one of the following: any Associate Treasurer, any Associate Director - Securities Trading, any Associate Director - Securities Investment, any Assistant Counsel, or Assistant Director - Securities Investment, shall have the power to execute on behalf of the Company instruments affecting or in any manner relating to notes, bonds, debentures and other securities owned or to be acquired by or on behalf of the Company."

EXHIBIT A

BOARD RESOLUTIONS

The following is a true copy of resolutions duly adopted on August 7, 1984, by the Board of Directors of Pilot Life Insurance Company:

"RESOLVED, that any officer of this Corporation is hereby authorized to accept the resignation of Wells Fargo Bank, National Association as Trustee under the Trust Agreement dated as of November 1, 1972 of National Bank of Tulsa, as Owner and to appoint Manufacturers Hanover Trust Company of California as Successor Trustee under said Trust Agreement and as agent for the payment of, registration of, and service of notices in connection with, the securities issued under said Trust Agreement; and

FURTHER RESOLVED, that any officer of this Corporation is hereby authorized to enter into such agreements and other instruments as may be necessary or desirable to effectuate the appointment of said Successor Trustee under said Trust Agreement.

SCHEDULE A

List of Property Transferred  
to the Successor Trustee  
by the Resigning Trustee

<u>Quantity</u>	<u>Type</u>	<u>Identification Numbers (both inclusive)</u>
131	100-Ton Triple Hopper Cars	PP&L 651-781